

BEST AVAILABLE COPY
WOODARD, EMHARDT, MORIARTY,
MCNETT & HENRY LLP
PATENT & TRADEMARK ATTORNEYS

RECEIVED
CENTRAL FAX CENTER

FEB 23 2007

FACSIMILE TRANSMITTAL SHEET

10/603,755

TO: U.S. Patent and Trademark Office	FROM: Charles J. Meyer
FAX NUMBER: 571.273.8300	DATE: FEBRUARY 23, 2007
YOUR REFERENCE NUMBER: Patent No.: 6,866,600	TOTAL NO. OF PAGES INCLUDING COVER: 3
Inventor: Johnson	SENDER'S REFERENCE NUMBER: 34158-1
Issue Date: March 15, 2005	RE: WIDE ANGLE ARROWHEAD

☐ URGENT ☐ FOR REVIEW ☒ PLEASE FILE ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Attached please find:

<input type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Response to Missing Parts/Incomplete Application	<input type="checkbox"/> After Allowance communication to Group
<input type="checkbox"/> Credit Card Form PTO-2038	<input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment/Reply	<input type="checkbox"/> Declaration	<input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> Preliminary	<input type="checkbox"/> Drawings	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> After final	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Status Letter
<input type="checkbox"/> With affidavits/declarations	<input type="checkbox"/> Petition	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Petition to Convert to a Provisional Application	Statement Under 37 CFR 3.73(b)
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> CD, Number of CD(s)	Executed form PTO/SB/80
<input type="checkbox"/> Information Disclosure Statement	<input checked="" type="checkbox"/> Power of Attorney	Assignment
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> Request for Refund	
<input type="checkbox"/> Terminal Disclaimer		

THIS MESSAGE IS INTENDED ONLY FOR THE ADDRESSEE(S) IDENTIFIED ABOVE.

It may contain privileged, confidential, attorney work product, or trade secret information that is exempt from disclosure under applicable laws. If you are not the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message is strictly prohibited. If you have received this facsimile in error, please notify the sender immediately by telephone and return the facsimile (and all copies) to the sender by mail at the above address. The sender will reimburse you for reasonable expenses incurred. Thank you. 0034125-000002.CJM/dys.406436

WOODARD, EMHARDT, MORIARTY, MCNETT & HENRY LLP
111 MONUMENT CIRCLE, SUITE 3700
INDIANAPOLIS, IN 46204-5137
PHONE: (317) 634-3456
FAX: (317) 637-7561

BEST AVAILABLE COPY

WEMMH PTO/SB/80 04-05)

Approved for use through 11/30/2005. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to a collection of information unless it contains a valid OMB control number

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

**RECEIVED
CENTRAL FAX CENTER****FEB 23 2007**

I hereby appoint:

☒ Practitioners associated with the Customer Number: **30565**

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number: **30565**

OR

☐ Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Email

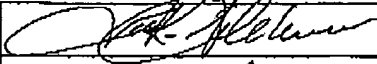
Assignee Name and Address:

Bear Archery, Inc.
817 Maxwell Avenue
P.O. Box 889
Evansville, Indiana 47706

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	FEB. 12, 2007
Name	JAMES R. ALLSHOUSE	Telephone	812-467-1886
Title	PRESIDENT		

BEST AVAILABLE COPY

PTO/SB/86 (12-05)

Approved for use through 7/31/2008. OMB 0651-0081
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)**RECEIVED
CENTRAL FAX CENTER**Applicant/Patent Owner: Bear Archery, Inc.Application No./Patent No./Control No.: 6,866,600Filed/Issue Date: March 15, 2005**FEB 23 2007**Entitled: WIDE ANGLE ARROWHEADBear Archery, Inc.

(Name of Assignee)

, a

corporation

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title, and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a true copy of the original assignment is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or currently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

Feb. 23, 2007

Date

Charles J. Meyer, Reg. No. 41,996

Typed or printed name

(317) 634-3456

Telephone Number

Appointed Practitioner to Act on Behalf of AssigneeCustomer No. 30565

Title

034158-000001.CJM/dys.444870

WEMMH Template #288638 (Rev. 01/06)

RECEIVED
CENTRAL FAX CENTER

FEB 23 2007

BEST AVAILABLE COPY**ASSIGNMENT OF INVENTOR AND PATENT RIGHTS**

ASSIGNOR: Gregory G. Johnson, an individual residing at 7310 132nd Street North, Hugo, Minnesota 55036 ("Johnson")

ASSIGNEE: Bear Archery, Inc., a Florida corporation located at 817 Maxwell Avenue, P.O. Box 889, Evansville, Indiana 47706 ("Bear Archery")

PATENT RIGHTS: The patents and applications listed on Schedule A and all related foreign and domestic patents, patent applications, divisionals, reissues, re-examinations, continuations, continuations-in-part, certificates of invention, and the like that may issue from or which derive priority from any of the foregoing applications.

1. Johnson hereby assigns to Bear Archery the entire right, title, and interest of Johnson throughout the world in and to the Patent Rights, and acknowledges receipt of fair and adequate consideration for such assignment. Johnson represents that he has the full right to convey the interest assigned by this Assignment, and that he has not executed and will not execute any agreement in conflict with this Assignment. More specifically, the '709 Patent, '303 Patent, '108 Patent, '348 Patent, '600 Patent, '437 Application, '058 Application, and '150 Application have been owned by Johnson at all times as the sole inventor. The '252 Patent and '246 Patent were purported to be assigned by Johnson as the sole inventor to Rocket Aerohead Corporation. (a company solely owned by Johnson) in September 14, 1999, but because Rocket Aerohead Corporation ceased to be a validly existing corporation in 1998, having previously filed its final federal and state income tax returns resulting from the liquidation of this entity for federal and state income tax purposes, this prior assignment failed as a matter of law.

2. Johnson hereby assigns to Bear Archery the entire right, title, and interest in and to any claims (known or unknown, suspected or unsuspected) of any nature that Johnson has or may have against any party for infringement of the Patent Rights, and acknowledges receipt of fair and adequate consideration for such assignment.

3. Johnson agrees to execute all papers and documents and perform any act which may be necessary in connection with protecting the Patent Rights under any provision of United States law, the International Convention for Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes.

4. Johnson agrees to execute all papers necessary in conjunction with any interference which may be declared concerning any patent application within the Patent Rights, and to cooperate with Bear Archery in every reasonable way possible in obtaining evidence and going forward with such interference.

5. Johnson agrees to assist Bear Archery with respect to any infringement action, suit, or proceeding relating to the enforcement of any of the Patent Rights. In any such action, suit, or proceeding, Johnson shall be represented by the same legal counsel as Bear Archery at Bear Archery's expense.

BEST AVAILABLE COPY

6. Johnson will be entitled to receive reimbursement from Bear Archery for reasonable out-of-pocket expenses incurred by him in providing such assistance to Bear Archery pursuant to Sections 3, 4, and 5.
7. Johnson hereby authorizes and requests the patent office of any country issuing any and all Letters Patent resulting from any patent application within the Patent Rights to issue such Letters Patent to Bear Archery, as the assignee of the entire interest therein.
8. Johnson grants to Bear Archery the power to insert on the Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.
9. This Agreement is binding upon and injures to the benefit of the successors and assigns of the parties.
10. This Agreement confirms, not alters, the provisions of the Personal Goodwill Purchase Agreement entered on February 22, 2005 between Johnson and Trophy Ridge, L.C.C.

WITNESS Assignor's hands this 7 day of February, 2007.

UNDERSTOOD AND AGREED:

GREGORY G. JOHNSON

BEAR ARCHERY, INC.

By: Gregory G. Johnson

By: _____

Its: President

Date: 2-7-07

Date: _____

BEST AVAILABLE COPY

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above-named for Assignor, Gregory G. Johnson, to me personally known, and who executed the foregoing Assignment in my presence and acknowledged the execution thereof as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.



Michael R. Nixt
Notary Public

Printed: _____

Resident of Anoka County

My Commission Expires:

STATE OF INDIANA)
COUNTY OF _____) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above-named for Assignee, to me personally known, and who executed the foregoing Assignment in my presence and acknowledged the execution thereof as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Notary Public

Printed: _____

Resident of _____ County

My Commission Expires:

BEST AVAILABLE COPY

6. Johnson will be entitled to receive reimbursement from Bear Archery for reasonable out-of-pocket expenses incurred by him in providing such assistance to Bear Archery pursuant to Sections 3, 4, and 5.

7. Johnson hereby authorizes and requests the patent office of any country issuing any and all Letters Patent resulting from any patent application within the Patent Rights to issue such Letters Patent to Bear Archery, as the assignee of the entire interest therein.

8. Johnson grants to Bear Archery the power to insert on the Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.


9. This Agreement is binding upon and injures to the benefit of the successors and assigns of the parties.

10. This Agreement confirms, not alters, the provisions of the Personal Goodwill Purchase Agreement entered on February 22, 2005 between Johnson and Trophy Ridge, L.C.C.

WITNESS Assignor's hands this _____ day of _____, 2007.

UNDERSTOOD AND AGREED:**GREGORY G. JOHNSON****BEAR ARCHERY, INC.**

By: _____

By: Its: PRESIDENT

Date: _____

Date: FEB. 12, 2007

BEST AVAILABLE COPY

STATE OF MINNESOTA)
) SS:
COUNTY OF _____)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named for Assignor, Gregory G. Johnson, to me personally known, and who executed the foregoing Assignment in my presence and acknowledged the execution thereof as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Notary Public

Printed: _____

Resident of _____ County

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF Vanderburgh)

Before me, a Notary Public, in and for said County and State, personally appeared the above-named for Assignee, to me personally known, and who executed the foregoing Assignment in my presence and acknowledged the execution thereof as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Leesa R Bebout
Notary Public

Printed: Leesa R Bebout

Resident of Vanderburgh County

My Commission Expires:

6-8-08

BEST AVAILABLE COPY**Schedule A**

<i>Title</i>	<i>Serial No. and Filing Date</i>	<i>Patent No. and Issue Date</i>	<i>Moss & Barnett Docket</i>
Arrowhead With Extendible Blades	07/540,143 6/19/1990	5,090,709 (Expired) 2/25/1992	46468.3
Arrowhead	08/935,101 9/25/1997	5,879,252 3/9/1999	46468.4
Broadhead	29/013,847 10/4/1993	D370,246 5/28/1996	46468.7
Broadhead With Expandable Blades	29/013,851 10/4/1993	D363,108 10/10/1995	46468.6
Broadhead With Expandable Blades and Resilient O-Ring	07/725,273 7/3/1991	D342,303 12/14/1993	46468.5
Wide Angle Arrowhead	10/603,755 6/25/2003	6,866,600 3/15/2005	46468.9
Arrowhead	10/260,602 9/30/2002	6,921,348 7/26/2005	46468.8

<i>Title</i>	<i>Pending Applications</i>	<i>Moss & Barnett Docket</i>
Wide-Angle Arrowhead	11/079,058 3/14/2005	46469.2
Arrowhead	11/116,150 4/27/2005	46468.24
Arrowhead Having Chisel Tip Blade Actuator	11/035,437 1/11/2005	46468.10